

7448

8/15/98

MASTER
AGREEMENT
between the
Haslett Education Association,
MEA/NEA
and the
Haslett Board of Education

1996-1998

Haslett Public Schools



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WITNESSTH

WHEREAS, the Board and the Association recognize that mutual effort in education programs can lead to improvement in the Haslett Public Schools and tends to improve the morale of the teaching staff;

WHEREAS, the members of the teaching profession are qualified and have a responsibility to assist in improving education; and

WHEREAS, the Board is required by law to negotiate with the Association on wages, hours, and the terms and conditions of employment of teachers, and the parties, through negotiations, in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement, it is hereby agreed as follows:

Article 1 - Recognition

- A. The Board hereby recognizes the ICEA-MEA/NEA as the exclusive bargaining representative as defined in Section 2 of Act 379, Public Acts of 1965, of the State of Michigan for all professional certified personnel under contract but excluding supervisory and executive personnel, per diem substitute and part-time teachers not regularly employed and all non-certified personnel employed by the Board.
- B. The term "Board" shall include its officers and administrative agents. The term "Association" shall include the ICEA-MEA/NEA, its officers, agents and its affiliate, the Haslett Education Association.
- C. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

Article 2 - Association and Teacher Rights

- A. The Board hereby agrees that every employee shall have the right to organize freely, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the laws of the State of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages,

or any terms or conditions of employment by reason of membership in the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The provisions of this Agreement covering wages, hours, terms, and conditions of employment shall be applied, without regard to race, creed, religion, color, national origin, age, sex, and marital status.
- C. The Association shall have the right to use school buildings and facilities at times when the buildings are staffed by members of the custodial staff. When special custodial staff is required, the Board may make a charge therefore. The foregoing shall be subject to the Board policy existing at the time of ratification.
- D. The Association shall have the right to use school facilities and equipment, calculating machines, and all types of audio visual equipment with the approval of the Superintendent or his/her designate. The Association shall provide the materials and supplies needed for such use.
- E. Space for bulletin boards in each building and mailboxes shall be made available to the Association and its members. The Association may use the District mail service provided that (1) mail be properly labeled as Association business; (2) that it be bundled for distribution to the Association Representative; and (3) that the Administration will not be held liable for its safe delivery.
- F. The Association reserves the right to release its president or designate for up to twenty (20) days at the Association's expense (cost of substitute) to carry out Association business.
- G. The President of the Association may use non-instructional time during the school day for official Association business.
- H. The Association and the Board agree to exchange highlights of regular general meetings. Further, the Association agrees to discuss, from time to time, items submitted to it by the Board at regular Association meetings.
- I. The Association may request that the Board place items of interest to it on the Board agenda. These items must be filed with the Superintendent one (1) week before each regular Board meeting, unless agreed otherwise by the Superintendent or his/her designate.
- J. The Board's designate shall meet with the Association's designate at agreed upon times to discuss mutual concerns.

- K. The Superintendent and/or his/her designate shall meet with the officers and representative of the Association at least once a year to air mutual concerns and problems. The time and place shall be mutually agreed upon by the Superintendent and the Association President.
- L. The Board agrees to furnish to the Association, in response to requests, available public information concerning the financial resources of the District, tentative budgetary requirements and allocation and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of bargaining unit members and their students, together with public information which may be necessary for the Association to process a pending grievance.
- M. On or before the second Friday in September, the Association President will deliver a schedule of Association meetings for the year to the Superintendent and building principals. The schedule of Association meetings will be limited to one (1) Thursday each month. It is agreed that bargaining unit members will not be required to attend administrative meetings on said days. On all other days, a regular meeting called by the Administration shall have precedence over Association meetings.
- N. Duly authorized representatives of the Association shall be permitted to transact official business on school property, provided that such business shall not interfere with normal operation. When a representative other than the Uniserv Director is to meet with the Association, the Superintendent will be notified.
- O. The Board shall make available in each school, lunchroom and lavatory facilities exclusively for adult use in which smoking is prohibited.
- P. Telephone facilities shall be provided for staff use. Phone usage shall be for school oriented business and/or personal business that cannot be conducted at another time. No long distance calls are permitted unless approval is granted by the principal.
- Q. Existing parking facilities shall be made available to the staff for their use.
- R. The HEA shall be notified in advance of any pending policy adoption and shall have the opportunity to inform the Board of its position on proposed policy. The Association shall have the opportunity to recommend areas in which policies might be adopted or changed.

- S. The Association shall have the opportunity to inform the Administration of its position on proposed rules and regulations. The Association shall have the opportunity to recommend areas in which administrative rules or regulations might be adopted or changed.
- T. Each bargaining unit member shall have the right upon request to review the contents of his/her own personnel file which is maintained at the individual school or at the Administration Building.
1. A representative of the Association may, at the bargaining unit member's request, accompany the bargaining unit member in such a review.
 2. The review will be made in the presence of the administrator responsible for the safe keeping of such files.
 3. Privileged information such as confidential credentials and related personal references normally sought at the time of employment, are specifically exempt from such review.
 4. All communications, including evaluations by the Haslett School District Administration, commendations, or validated complaints directed toward the bargaining unit member which are included in the personnel file shall be called to the bargaining unit member's attention. He/she shall be given the opportunity to review same at/or prior to the time of its inclusion in the personnel file.
 5. The bargaining unit member may respond in writing to any of these communications and said response shall become part of the file.
 6. If a grievance is filed on an item placed in the bargaining unit member's personnel file and the adjudication is in the bargaining unit member's favor, the material will be removed from the bargaining unit member's file.
 7. Both the administration and the faculty agree to maintain effective two-way communication in an effort to work on the solution of problems in an atmosphere of good faith and mutual trust. They recognize they are partners in the field of education and that their primary concern must be directed toward the students they teach.

Article 3 - Rights of the Board

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State of Michigan, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the system and its properties and facilities, and the assignment of professional duties and responsibilities of its employees. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.
 2. To hire all employees subject to the provisions of law, to determine qualifications and the conditions for their continued employment or their dismissal.
 3. To establish levels of instruction, marking systems and courses of instruction, including special programs, and provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon selection and purchase of textbooks and teaching materials.
 5. To determine the assignments of bargaining unit members in curricular and extra-curricular areas.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and expressed terms thereof are in conformance with the constitution and laws of the State of Michigan and the United States.

Article 4 - Dues, Fees and Payroll Deductions

- A. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association.

- B. The Association shall notify the Board of the amount to be payroll deducted for each bargaining unit member within two (2) weeks of the beginning of school or within thirty (30) days of employment, whichever is applicable.
1. The deduction of dues and/or the Service Fee shall be required under the terms and conditions of this Agreement. The Board shall, therefore, deduct said dues and fees pursuant to the authority set forth in MCLA 408.477.
 2. The Board shall deduct 1/20 of such dues and assessments from the regular salary check of the bargaining unit member beginning with the second pay period in September and continuing for nineteen (19) pay periods thereafter.
- C. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, back pay and all court and administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with the Agency Shop provisions of this Agreement provided that the Board is in substantial compliance with the provisions of this Article.
- D. If any provision of this Article is deemed invalid under federal or state laws, said provision shall be modified to comply with the requirements of said federal or state law.
- E. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of such bargaining unit member and make appropriate remittance for any programs not fully paid by the Board, credit union and any other plans or programs as provided in this Agreement.
- F. Should the Board consider a new annuity company in accordance with Board Policy, it will seek recommendations from the Association through its President.
- G. Upon appropriate written authorization from the bargaining unit member, the Board shall deposit the bargaining unit member's bi-monthly paychecks into the account designated by the bargaining unit member and held with Bank One and the Capital Area School Employees Credit Union.

Article 5 - Negotiations Procedures

- A. Representatives of the Board and the Association bargaining committees will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise or other matters not specifically covered by this Agreement. These meetings are not intended to by-pass the grievance procedure.
1. All meetings between the parties will be scheduled to take place as promptly as possible and at times when the involved bargaining unit members are free from assigned instructional responsibilities unless otherwise mutually agreed.
 2. The results of such meetings shall be written up in the form of letters of understanding that shall be added to and considered part of this Agreement.
- B. The Association shall designate a bargaining unit member or two (2) bargaining unit members at each school building as Association Representatives (AR). The principal and the Association Representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise, unless they mutually agree that such meetings are not necessary. These meetings are not intended to by-pass the grievance procedure.
- C. At least sixty (60) days prior to the expiration of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement. All meetings between the parties will be scheduled to take place as promptly as possible and at times when the involved bargaining unit members are free from assigned instructional responsibilities unless otherwise mutually agreed.
- D. Both parties agree to adhere to the laws of the State of Michigan in the negotiation process.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been

within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Notwithstanding the above, the Board and the Association will negotiate the salary of any newly created position not placed within the existing salary schedule.

Article 6 - Professional Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure in this Article:
1. The termination of services or failure to re-employ any probationary teacher.
 2. The termination of services or failure to re-employ any bargaining unit member to a position on the extra-curricular schedule.
 3. Any matter involving the judgmental content of evaluation.
 4. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. A written grievance, as required herein, shall contain the following:
1. It shall be signed by the grievant(s).
 2. An Association grievance shall be signed only by the Association's designee.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or sub-sections of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereinafter set forth.

- C. If, in the judgment of the Association, a grievance involves bargaining unit members from more than one building, said grievance shall be defined as an "Association Grievance."
1. An Association grievance shall include the names of the bargaining unit members involved.
 2. Such a grievance shall be subject to all conditions of the professional grievance procedure.
 3. Association grievances shall be reduced to writing and shall commence at Level Two.
- D. The names of the Association Representatives and their alternates in each building shall be listed with the Superintendent by the close of the first week of school. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described.
- E. The term "days" as used herein shall mean days on which school is in session except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday excluding holidays.
- F. Should a bargaining unit member fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of employment) shall be barred.
- G. The time limits provided in this Article shall be strictly observed, but may be extended by mutual agreement between the parties.
- H. A grievance filed prior to the expiration of this Agreement may be processed through the grievance procedure until final resolution.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member and/or a participating Association Representative are to be at their assigned duty stations unless otherwise mutually agreed.
- J. Any adjustment made during the grievance procedure shall be consistent with the terms of this Agreement and at each step a bargaining unit member may have an Association Representative present if he/she so chooses.

K. The Association shall file a grievance on behalf of an individual bargaining unit member only with his/her written consent.

L. The grievance form is attached to this Agreement as Appendix D.

M. Level One

A bargaining unit member or the Association believing that an alleged violation of the express terms of this Agreement has occurred, shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve the same. If no resolution is obtained within three (3) days of the discussion, the bargaining unit member shall reduce the grievance to writing and provide copies to the building principal and the Association.

Within five (5) days of the receipt of the grievance, the building principal shall render a decision in writing and provide copies to the grievant and the Association. If no decision is rendered or the decision is unsatisfactory, the grievant may, within five (5) days, proceed to Level Two.

N. Level Two

The written grievance shall be filed with the Superintendent or a designated agent with copies of the grievance going to both the building principal and the Association.

1. Within five (5) days of the receipt of a grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance.
2. Within five (5) days of the discussion, the Superintendent or a designated agent shall render a decision in writing transmitting a copy of same to the grievant, the Association President, the building principal, and place a copy of same in the office.

O. Level Three

An individual bargaining unit member shall not have the right to process a grievance beyond Level Two.

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition is rendered, it may within fifteen (15) days after receipt of the disposition or within fifteen (15) days of the close of the Level Two hearing when no disposition is rendered, request the selection of an arbitrator either by mutual agreement or through the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

1. Neither party may raise a new defense or ground at Level Three which was not previously raised or disclosed at other levels.
2. Not less than five (5) days prior to the arbitration hearing, the parties will hold a conference for the purpose of exchanging the facts, grounds and defenses which will be used at the hearing.
3. The decision of the arbitrator shall be final and conclusive and binding upon the bargaining unit member(s), the Board and the Association. Subject to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. The cost of the arbitrator shall be born equally by both parties.
5. The Association shall reimburse the Board for the cost of a substitute for its witnesses, should any be hired, so that regularly employed unit members may be released from normal responsibilities without loss of pay.
6. No more than one (1) grievance may be considered by the arbitrator at the same time except upon written mutual consent.

P. The powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or to change any salary.
3. The arbitrator shall have no power to change a practice, policy, or rule of the Board, nor substitute judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, except when such practice or policy violates this Agreement.

4. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
5. The arbitrator shall have no power to interpret state or federal law.
6. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
7. If either party disputes the arbitrability of a grievance, the arbitrator shall first rule on the question of arbitrability. In the event that the arbitrator rules that the grievance is not arbitrable, the arbitrator shall return said grievance to the parties without decision or recommendation on its merit.

Article 7 - Calendar

- A. The calendar is set forth in Appendix C which is attached hereto and incorporated as part of this Agreement.
- B. When weather conditions or other unforeseen circumstances close school to students, bargaining unit members shall not be required to report for work; and shall suffer neither loss of leave time nor loss of salary provided that the law does not require that such days be rescheduled in order to receive state aid for the day(s).

The rescheduling of lost days/hours of instruction shall not result in additional compensation.

- C. When weather conditions or other unforeseen circumstances close school to students for more days/hours than are permitted under the State Aid Act, said day(s) shall be rescheduled to provide the minimum number of days of student instruction required under said Act.
 1. When school is closed for the reasons stated above, bargaining unit members shall be notified by radio or telephone.
 2. In the event a bargaining unit member has requested the use of a paid leave day when school is not in session for the reasons stated above, he shall suffer neither loss of leave time nor loss of salary.

- D. If students are dismissed due to bad weather, bargaining unit members will be dismissed shortly thereafter.

In the event a bargaining unit member has requested the use of a paid leave day on a day when school is dismissed early, deductions from salary or leave time, whichever is appropriate, shall be made in half-day (1/2) segments.

- E. When school is closed to some, but not all of the District's students for the reasons stated herein, bargaining unit members shall not be required to work. Said days shall be rescheduled to provide the minimum number of days/hours of instruction for the students so affected, provided that the law requires the same in order to receive state aid for the day(s)/hour(s).

The rescheduling of lost days of instruction shall not result in additional compensation.

- F. When school is closed to some but not all of the District's students for the reasons stated herein and the State Aid Act does not require that said days be rescheduled, the Board may designate an alternate work site for bargaining unit members.

Article 8 - Teaching Conditions

- A. Professional Hours

The Board and the Association recognize that teaching has many responsibilities that demand bargaining unit members' time over and above the instructional day. These responsibilities include, by way of illustration, but not by way of limitation, attending faculty meetings and IEPC's; conducting student and parent conferences; preparing for effective teaching; evaluating student performance and progress; working on committees and committee assignments; correcting and evaluating student papers and themes; developing instructional materials; professional reading and study, and advanced college study. Therefore, the normal day for bargaining unit members shall be considered to be those hours required by the instructional day as well as the hours required to perform their other professional responsibilities.

1. Part-time bargaining unit members shall have those hours that are stipulated by the Board at the time they are hired.

- a. Part-time bargaining unit members who are directed to attend professional development activities which are beyond the part-time bargaining unit member's normal hours of work shall be compensated at the rate of thirty dollars (\$30.00) per one-half day.
 - b. Part-time bargaining unit members shall attend parent/teacher conferences and inservice activities with no additional compensation. The responsibility for instruction on said days will be rotated or otherwise shared equally between bargaining unit members sharing a single assignment.
2. The preparation (planning, relief) period is intended as a time when bargaining unit members are to be available in the buildings for calls from parents, conferences with parents or students, etc.
 3. When a bargaining unit member must leave the building, he/she will notify the principal.
 4. On teacher work days when students are not in attendance, bargaining unit members are expected to observe the normal instructional hours of the building to which they are assigned.
 - a. On the half days which are designated for inservice each year, bargaining unit members will receive an annual amount of released time equal to the total amount of time established for inservice training in that particular year.
 - b. On the half days which are designated for conference preparation and parent/teacher conferences, elementary bargaining unit members will be released at 11:30 AM. On said days elementary bargaining unit members are expected to observe the normal instructional hours of the building to which they are assigned.
 - c. On the remaining teacher work days, bargaining unit members are expected to observe the normal instructional hours of the building to which they are assigned except that on the last work day of the school year, bargaining unit members may leave at noon provided their work is completed.
- B. Instructional Day
1. The elementary teachers instructional day shall be 330 minutes (345 minutes) beginning in the 1997-98 school year.

- a. Elementary teachers shall have a minimum of 45 minutes of duty free lunch.
 - b. Elementary teachers will be provided with one (1), fifteen (15) minute relief period each morning while the children are at recess.
 - c. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
 - d. A reasonable effort will be made to provide qualified substitutes for special teachers at the elementary level, i.e., music, physical education and art.
 - e. Special teachers (i.e. art, music, and physical education) will be provided with one (1), fifteen (15) minute relief period, but not necessarily when the children are at recess.
 - f. Elementary teachers shall be provided with an average of 165 minutes of released conference/preparation time during the student instructional day each week. The averaging of the released conference/preparation time shall not exceed a normal two (2) week period. Part time teachers shall receive a prorated share of conference/preparation time.
 - g. When released conference/preparation periods are being scheduled at the elementary level, consideration will be given to arranging said periods on a daily basis for elementary teachers.
2. The middle school teachers instructional day shall be 270 minutes (285 minutes beginning with the 1997-98 school year). Middle school teachers shall have a minimum of ninety (90) minutes for a combination preparation period and duty free lunch.
 3. The instructional day at the High School shall not be more than 275 minutes. High School teachers shall have a minimum of ninety (90) minutes for a combination preparation period and duty free lunch.
 4. Any change in the instructional day will be mutually agreed upon by the HEA and the Board of Education.

5. Excluding travel time, bargaining unit members who are working less than 255 minutes and whose assignment is split between buildings, may be assigned additional duties to make their instructional time equal to 255 minutes.
6. Based upon the State of Michigan requirements to achieve certain levels of instructional hours and days, the parties agree that should any provision of this Agreement create a condition where the District is out of compliance for purposes of full state aid payments, the parties shall reconvene negotiations to assure full compliance.

C. Pupil Teacher Ratio and Class Size

1. When an individual class size exceeds thirty (30) pupils (average of thirty (30) per class, per teacher, per day at the secondary level), the Board will, at its option, either reduce the class size to less than thirty (30) pupils or supply a paid aide for the teacher within two (2) weeks of the date on which the overload occurred.
 - a. No class of thirty-one (31) may be increased by more than three (3) students until classes at that grade level have been equalized district-wide.
 - b. It is expressly understood that all special subjects such as physical education, vocal and instrumental music, typing, and other traditional large group instructional classes are exempt from the class size provisions of this clause, but the programs are subject to review by the principal and teachers involved. The Administration may, at its discretion, provide aides and/or reduce class size in these voluntary programs.
 - c. The parties recognize the need for experimentation and innovation in educational programs. New approaches in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students in a given class; however, such changes shall be implemented only upon mutual agreement between the building administrator and the affected staff.

- d. In consideration of students with special needs, it is agreed that the composition of elementary classrooms will be developed so as to accommodate the best interests of said students. The classroom teacher(s) will provide the building principal with his/her recommendations and/or suggestions.

D. Special Education

1. Copies of deviation requests for special education class loads will be provided to the Association President upon submission to the Department of Education.
2. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general education classroom teacher shall be responsible for the implementation of the I.E.P. and for attending to the educational needs of special education students assigned to the teacher's class.
3. A Least Restrictive Environment Committee process is hereby established.
 - a. Section 3 shall only apply to identified special education students in the following categories: EMI, SMI, SXI, TMI and AI.
 - b. The committee process will be ad hoc and composed of three (3) teachers and two (2) administrators, all of whom will be selected in accordance with the respective parties' procedures. At least one (1) of the teachers will be a special education teacher.
 - c. The Committee shall convene upon written request of a general education teacher who is seeking assistance in resolving problem(s) related to a mainstreamed student in his/her classroom.

The Committee shall convene within five (5) work days of receipt of the teacher's request.
 - d. The teacher's request will provide evidence that he/she has reasonably exhausted avenues of available assistance and guidance from special education staff and his/her building principal.

Additionally, the teacher will provide a written description of the problem(s) and propose solution(s) for the Committee's consideration.

- e. After its review, the Committee may issue a written recommendation in response to the teacher's request for assistance. The written recommendation of the Committee will be submitted to the Director of Special Education for review and consideration.
 - f. The Director of Special Education will submit his/her recommendations to writing following a review of the teacher's request and Committee's recommendation. A copy of the recommendation will be forwarded to the teacher and Committee members within five (5) work days of receipt of the Committee's recommendations.
4. The student's special education teacher will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of said students and addressing other appropriate issues as same may arise.

With respect to EMI, SMI, SXI, TMI and AI special education students, the special education teacher will have the responsibility for contacting the general education teacher(s) under section d (1) prior to the student entering the regular education classroom(s).

5. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI), the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g. tracheotomy, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and for attending to the educational needs of the student while in the teacher's class.
6. The Administration agrees reasonable attempts to provide for a substitute in the absence of the regularly assigned special education aide.

7. It is understood as part of this Agreement, that the parties will continue to work cooperatively to find alternatives to classes that have large student numbers and/or special needs students including the more effective utilization of current paraprofessional staff, as well as other solutions.

E. Materials and Supplies

1. All classroom teachers will be provided with a plan book in which to enter general lesson plans for a week in advance and updated plans for at least one (1) day in advance. Written lesson plans will be available for a substitute teacher to use.
2. The Board agrees at all times to keep the school reasonably equipped and maintained.
3. The Board recognizes that proper equipment and supplies are necessary tools for teaching. The parties agree to confer from time to time for the purpose of improving the selection and use of equipment and supplies; and the Board agrees to consider all joint decisions of its representative and the Association as soon as possible.
4. Teachers shall be involved in the selection of textbooks and teaching materials.
5. The Board, in setting school curriculum, agrees to provide a textbook for each pupil in courses or subject areas where a basic textbook is used.
6. The Board will attempt to provide reasonable budgets for materials and supplies to enable bargaining unit members to implement the educational program and curriculum adopted by the Board of Education.

F. General Teaching Conditions

1. A reasonable effort will be made to secure a substitute for each teacher who is absent, including teachers of physical education, music, art, and library.
2. The use of bargaining unit members for the purpose of substituting for absent bargaining unit members shall be discouraged.

3. Bargaining unit members shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety or well-being. The building principal will decide in consultation with the Association Representatives when these conditions exist.
4. Staff meetings shall be scheduled once each month. Notification of the days of said meetings shall be given at least one (1) week in advance.
 - a. Bargaining unit members shall have an opportunity to submit agenda items to the principal for discussion and/or action at the meeting up to three (3) days prior to the meeting.
 - b. Other staff meetings may be scheduled in the same manner as above if the building principal, after consultation with the Association Representatives, considers them necessary.
 - c. Emergency meetings may be scheduled as needed.
 - d. Adjournment of scheduled meetings shall not exceed 5:00 p.m. Staff meetings shall not be held prior to the beginning of the school day, except in an emergency situation, as determined by the principal in consultation with the building Association Representatives.
5. The Board will pay the cost of mandated TB tests for bargaining unit members under the following conditions:
 - a. The Board will provide a designated time and place once every three (3) years.
 - b. Bargaining unit members not willing or able to take the TB test at the designated time and place must bear the expense on their own. This includes new hires.
 - c. Bargaining unit members unable to take a skin test will be reimbursed the cost of the skin test on medical proof of having passed an alternate test and submission of a receipt.
6. Once a bargaining unit member has reported unavailability for work, it is the Administration's responsibility to procure a substitute. For conferences and personal business days, a bargaining unit member shall notify or remind the principal three (3) to five (5) working days prior to the anticipated day of absence.

7. A non-work day will be negotiated into the calendar (See Appendix C) in the fall and spring around the time of parent-teacher conferences.
 - a. In the elementary school, there will be parent conferences scheduled at least two (2) times per year in each building. The teacher will issue a written student evaluation/reports at least three (3) times per year.
 - b. In the Middle and High School, a report card will be issued approximately at the end of each of the first nine (9) weeks of each semester as well as at the end of the semester. The bargaining unit members agree to report any significant change in the student's progress or failure in writing to the Principal at the end of the fourth week of each semester and at such other times as may be determined by the teacher.
 - c. On the evenings of the established parent/teacher conference schedule, elementary teachers will be permitted to leave following the completion of their scheduled conferences.
 - d. Elementary special area teacher's parent-teacher conferences will reflect an equivalent amount of time when compared to the other elementary classroom teachers.
8. Clerical assistance will be provided for elementary teachers. Secondary teachers will have extra help in typing semester exams.

G. Academic Freedom

The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

1. The teacher should be acting within his/her certified area and within the curriculum.
2. The teacher should discuss the issue and the planned approach that he/she feels might be controversial with his/her immediate supervisor.

3. The teacher should realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/student learning relationship.
4. If an issue is presented that the teacher feels might be controversial, it shall be the responsibility of the teacher to have all sides presented.

Article 9 - School Improvement

The Board, Administration, teachers and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and the importance of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

To the extent any proposed element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be subject to negotiations between the parties. Any amendments to the Agreement will be subject to ratification by the parties.

Article 10 - Qualifications and Assignments

- A. Assignments shall be made at the discretion of the Administration and shall be based upon certification and qualifications. In grades 7-12 bargaining unit members will not be assigned outside of their major or minor field of study except temporarily and for good cause. Temporarily shall be defined as not to exceed the current school year. The bargaining unit member and the Association President shall receive written notification of any deviation from the foregoing.
- B. All bargaining unit members shall be given notice of their tentative assignment for the forthcoming year by July 1. Bargaining unit members will be notified in writing when changes in assignment are made after July 1.
 1. No changes in assignment shall be made after school is in session unless the affected bargaining unit members have been notified in writing.

2. Changes made subsequent to the opening of school which mean a different building, grade or department assignment, whether in full or in part, shall entitle the bargaining unit member to two (2) days of compensatory time for time spent in preparation for such change in assignment. This provision shall not apply to semester changes at the secondary level.
 - a. Should the reassignment represent a totally new building, grade or department assignment, the bargaining unit member shall receive two (2) days of compensatory time regardless of whether his/her status is full time or less than full time. Said compensatory time shall be equal to the amount of time that the bargaining unit member is contracted to work each day.
 - b. Should the reassignment affect the bargaining unit member's teaching load only partially, the bargaining unit member shall receive the appropriate prorated portion of the two (2) days of compensatory time referenced herein.
 3. In addition, maintenance services shall be provided to move any equipment and/or supplies required in the new assignment.
- C. Any assignment in addition to the normal teaching schedule, such as summer school courses and the extra-duty assignments enumerated in Appendix B shall not be obligatory, but shall be with the bargaining unit member's consent.
1. Qualified bargaining unit members shall be given preference for such assignments before personnel from outside of the bargaining unit are employed.
 2. Should such assignment require a teaching certificate, the unit member shall be assigned in accordance with section A of this Article.
- D. For purposes of this Agreement, qualifications shall be defined as:
1. Possession of a valid teaching certificate as recognized by the State of Michigan.
 2. Assignments in Art, Physical Education, Guidance, Music, Special Education, Reading, Vocational Education and Library Science shall require an endorsement from the Michigan Department of Education.

- a. Assignments to Vocational Education shall require a certificate endorsement appropriate to the particular vocational education program so as to insure continued funding.
- b. Assignments to Special Education shall require a certificate endorsement appropriate to the particular special education program so as to insure continued funding.
3. Assignments to Gifted and Talented Programs shall require a minimum of twelve (12) semester hours in gifted and talented education.
4. Assignments to Alternative Education shall require a certificate endorsement either in Reading or in Special Education.
5. Teachers who have been assigned outside of their major or minor field of study at the Middle School prior to the 1984-1985 school year shall be "grandpersoned" into the area(s) which they have taught and which are not in their major or minor field of study.
6. Elementary teachers shall be qualified for any assignment in grades K-6. The assignment of an elementary teacher in grades 7-8 shall be in accordance with section 5 above or in the area of the teacher's major or minor field of study as documented on the teacher's transcript on file with the Administration.
7. The assignment of a secondary teacher in grades 7-8 shall require a major or minor as documented on the teacher's transcript on file with the Administration.
8. For purposes of sections 6 and 7 above, a minor shall be defined as twenty (20) semester hours. Methods classes shall be excluded for purposes of determining majors and/or minors unless they are acknowledged as such by the Department of Education.
9. As bargaining unit members continue to take additional course work, it shall be the bargaining unit member's responsibility to inform the Administration of a minor equivalency.

Article 11 - Vacancies, Promotions and Transfers

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created position, or a position which is presently unfilled and for which there is no unit member with a contractual right to return.

- B. Whenever a permanent vacancy shall occur within the bargaining unit, the Superintendent shall within five (5) working days of Board action, post notice of same on bulletin boards in all teacher workrooms and provide a copy of such posting to the Association President.
1. No vacancy shall be permanently filled until such vacancy has been posted for at least ten (10) working days.
 2. Working days shall mean days when school is in session except that during the summer months working days shall mean Monday through Friday excluding holidays.
 - a. Bargaining unit members with specific interests in vacancies which may occur during the summer months, will notify the Superintendent of their interests in writing during the last regular week of school and shall include a summer address.
 - b. Should a vacancy occur, the bargaining unit members who have expressed interest in said position or a similar position shall be notified of the vacancy by first class letter.
 - c. The bargaining unit members so notified shall have the responsibility of contacting the Superintendent's office to indicate their interest in said position within ten (10) days of the postmark.
 3. Posting of a vacancy shall not be required when said vacancy is to be filled by the recall of a laid-off bargaining unit member.
 4. The posting of vacancies under section B shall occur after the implementation of the transfer provisions of sections H and I.
- C. A bargaining unit member shall apply for a vacancy within the bargaining unit by submitting a written application to the Superintendent. Said positions shall be filled on the basis of seniority, certification, qualifications, experience and the needs of the District.
- D. The Board declares its support of the principle of filling vacancies in supervisory positions from within its own teaching staff.
- E. Vacancies which occur in administrative or supervisory positions shall be posted as provided herein.

1. Any qualified unit member may apply for such position by submitting a written application to the Superintendent.
 2. The Board will give all due consideration to qualified applicants from within the bargaining unit.
 3. The determination of appointments to positions under Section D rests solely with the Board of Education and is not subject to the grievance procedure.
- F. The Board shall notify bargaining unit members who have applied for any vacancy as to which applicant has been selected to fill a posted position. In addition, the Association President will be notified of the same.
- G. A bargaining unit member who is denied an assignment to a posted vacancy shall be provided with the reasons for the denial upon request.
- H. In order to prevent undue disruption to the instructional program, a vacancy which occurs after the beginning of a semester may be filled on a temporary basis. Temporary shall be defined as not to exceed the current school year.
- I. The Board agrees to offer vacancies and temporary positions of more than forty-five (45) days to laid off bargaining unit members. The most senior unit member who is certified and qualified shall be offered the position first. Said unit member shall be entitled to receive salary, insurance and all other benefits under this Agreement retroactive to the first day worked in said job.
- J. A request by a bargaining unit member for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer and the school, grade or position sought.
- K. The parties agree that involuntary transfers are the right of the Board. Such transfers shall be made for reasonable and just cause.
1. The bargaining unit member and Association will be notified of the anticipated change by registered mail or personal contact.

2. A conference with the Superintendent and/or his/her designate may be requested by the bargaining unit member within five (5) days after receipt of notification. This conference would provide reasons for the anticipated change and give the bargaining unit member an opportunity to present additional information which would be considered by the Administration before making the final decision. The bargaining unit member may request that an Association Representative be present.
3. Once the decision is made, the Superintendent or his/her designate will notify all affected parties.
4. An involuntary transfer of a bargaining unit member to a different building at the elementary level, or an involuntary transfer of a bargaining unit member to a grade level or department assignment where substantially different preparation is required, shall entitle the bargaining unit member to either two (2) days of compensatory time or compensation equal to two (2) days at the current substitute rate of pay for preparation in the new assignment. In addition, maintenance services shall be provided to move any equipment and/or supplies required in the new assignment.
 - a. Bargaining unit members involuntarily transferred for less than half (1/2) of their working day, shall be entitled to half (1/2) of the compensatory time or half (1/2) of the substitute rate referenced in section 4 above.
 - b. Compensatory time shall not be taken on the first or last day of school or on the day immediately preceding or immediately following a school holiday or vacation period.
 - c. An assignment which requires substantially different preparation shall include, but not be limited to the following:
 - (1) Elementary: a change of two (2) or more grade levels.
 - (2) Secondary: a change to a department in which the teacher has not taught in the last three (3) years.
 - (3) K-12: Bargaining unit members who continue to be assigned within their content area, i.e. music, art, special education, library, physical education, shall not qualify for this benefit, except as provided in section 4 below.

- (4) Any bargaining unit member who is involuntarily transferred from one level to another level, for his/her total day, shall qualify for this benefit in any case. Levels shall be defined as K-5, 6-8 and 9-12.
- L. Any bargaining unit member who shall be transferred to an administrative or executive position and shall later return to the bargaining unit shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer.
- M. The Board and the Association discourage resignations during the school year and agree that they should be tendered only in extreme situations.

Article 12 - Selection of Staff

- A. Should a vacancy occur in any athletic position as enumerated in Appendix B of this Agreement, such vacancy shall be posted in accordance with the provisions of Article 10.
 - 1. Qualified bargaining unit members shall be given preference for such positions before personnel from outside of the bargaining unit are employed.
 - 2. Coaching personnel shall be evaluated at the end of their respective season(s) by the Athletic Director and/or the building principal.
 - a. Evaluations shall be conducted in accordance with the provisions outlined in the Haslett Athletic Handbook.
 - b. The criteria for evaluation shall be established and mutually agreed upon by the Athletic Director, principal and the coaches.
 - c. Should a coach's performance be less than satisfactory, the bargaining unit member will be provided with written notification of any alleged deficiencies; the expected correction; and a reasonable period for correction.

- d. Any coach who is dismissed from a coaching position shall be notified in writing by the Athletic Director as to the reasons for such dismissal. The coach shall have the right to appeal dismissal with the Superintendent who shall meet with the coach in an effort to resolve the matter. If the matter is not satisfactorily resolved, the coach shall have the right to a hearing with the Board of Education which will make the final decision as to the coach's status. At his/her option, the coach shall have the right to have a representative of the Association present.
3. Coaches shall be compensated in accordance with the salary schedule set forth in Appendix B of this Agreement.
- B. The Board recognizes the contribution that bargaining unit members can make in the selection of building level administrators. It is hereby agreed that the Board shall involve bargaining unit members in the selection of a new administrator according to the following procedure except when the need arises to alter this procedure, in which case the Association President shall be notified and be provided with an explanation for the necessary alteration as well as the procedure which will be followed. Need shall be determined by the Board.
1. A joint committee of three (3) bargaining unit members and three (3) administrators shall do the initial interviewing.
 2. Bargaining unit members shall be chosen by the Association in accordance with its procedures.
 3. Initial qualifications for the position shall be established by the Board in accordance with its policies and procedures.
 4. In the absence of consensus, a majority vote of the joint committee shall determine the status of a candidate at each step in the process. The Superintendent shall be notified of a tie vote.
 5. The committee shall interview candidates and recommend not more than six (6) to the Superintendent for final consideration.
 6. The Superintendent shall recommend a candidate(s) for hire to the Board of Education. He/she shall notify the committee of his/her decision.
 7. The Board may elect to utilize the committee process or other means of soliciting recommendations for other administrative positions outside of the building.

Article 13 - Seniority, Reduction and Recall of Staff

A. Seniority

1. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term seniority as hereinafter used shall be the length of continuous service with the Haslett Board of Education in positions that require teacher certification. Seniority rights for those outside of the bargaining unit are limited to Administrators.
3. The Board shall develop a seniority list and make the appropriate revisions each semester. The Association President shall receive a copy of the same. A copy of the seniority list shall be posted in each building by October 15 of each year.
 - a. The unit member's seniority date shall be his/her last date of hire and seniority shall accrue with the first day of work.
 - b. Days worked in any extra-curricular position shall neither accrue seniority nor establish a date of hire.
 - c. Leaves of absence granted pursuant to this Agreement shall not constitute an interruption in continuous employment and seniority shall continue to accrue.
 - d. A bargaining unit member who has been laid off, whether in full or in part, shall accrue seniority as if he/she were employed full time.
 - e. A bargaining unit member who works less than full time shall accrue seniority as if he/she were employed full time.
 - f. Credit given for teaching experience in other school districts shall not be considered for the purposes of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

B. Staff Reductions

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.

2. Before official action on a layoff or reduction of staff is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association an opportunity to discuss it with the Administration. As soon as the names of the unit members to be laid off are known, a list of such names shall be provided to the Association.
3. In the event it becomes necessary to reduce the number of bargaining unit members employed by the Board, such reduction shall be based upon seniority, certification and qualification for the remaining positions.
 - a. Seniority shall be as defined in section A.2 of this Article.
 - b. Certification shall be defined as holding a valid teaching certificate as recognized by the State of Michigan.
 - c. Qualifications shall be defined as:
 - (1) Assignments in Art, Physical Education, Guidance, Music, Special Education, Reading, Vocational Education and Library Science shall require an endorsement from the Michigan Department of Education.
 - (a) Assignments to Vocational Education shall require a certificate endorsement appropriate to the particular vocational education program so as to insure continued funding.
 - (b) Assignments to Special Education shall require a certificate endorsement appropriate to the particular special education program so as to insure continued funding.
 - (2) Assignments to Gifted and Talented Programs shall require a minimum of twelve (12) semester hours in gifted and talented education.
 - (3) Assignments to Alternative Education shall require a certificate endorsement either in Reading or in Special Education.

- (4) Teachers who have been assigned outside of their major or minor field of study at the Middle School prior to the 1984-1985 school year shall be "grandpersoned" into the area(s) which they have taught and which are not in their major or minor field of study.
 - (5) Elementary teachers shall be qualified for any assignment in grades K-6. The assignment of an elementary teacher in grades 7-8 shall be in accordance with section (4) above or in the area of the teacher's major or minor field of study as documented on the teacher's transcript on file with the Administration.
 - (6) The assignment of a secondary teacher in grades 7-8 shall require a major or minor as documented on the teacher's transcript on file with the Administration.
 - (7) For purposes of sections (5) and (6) above, a minor shall be defined as twenty (20) semester hours. Methods classes shall be excluded for purposes of determining majors and/or minors unless they are acknowledged as such by the Department of Education.
4. The Board shall lay off last those unit members with a valid teaching certificate having the greatest seniority in the bargaining unit; and shall provide written notice of layoff to the affected unit members and the Association President at least fourteen (14) calendar days prior to the effective date of the layoff.
 5. In order to promote an orderly reduction in staff, the following procedure shall be followed:
 - a. Probationary bargaining unit members shall be laid off first unless there is no tenured bargaining unit member who is certified and qualified to fill the probationary bargaining unit member's position.
 - b. Should reduction of staff still be necessary, then tenured bargaining unit members in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, certification and qualification.

- c. A bargaining unit member whose position has been eliminated, displaced or whose hours have been reduced shall have the right to displace the least senior unit member in a position for which he is certified and qualified.
 - d. New teachers will not be employed by the Board while there are bargaining unit members on layoff unless there is no certified and qualified bargaining unit member on the recall list to fill the remaining position(s).
6. If two (2) or more bargaining unit members have the same seniority, the following procedure will be used at the time of layoff to determine who is to be laid off.
- a. If one (1) bargaining unit member has a more advanced degree, that bargaining unit member shall remain.
 - b. If the bargaining unit members remain equal after a), the bargaining unit member who has not taken an unpaid leave of more than six (6) weeks shall remain. It is understood that this clause shall not operate to adversely affect bargaining unit members who were "forced" to take an unpaid leave of absence for more than six (6) weeks for child bearing purposes.
 - c. If the bargaining unit members remain equal after b), the bargaining unit member with the greatest total of teaching experience shall remain.
 - d. Should more than one (1) bargaining unit member still share the same date of hire, relative rankings on the seniority list shall be determined by a drawing mutually conducted by the Association President and the Superintendent.
7. In the event of a layoff, the Association and the Board may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff.
- a. A bargaining unit member may at his/her option, without prejudice to his/her seniority and other rights under this Agreement, waive his/her seniority in the event that the Board institutes a layoff during the term of this Agreement.

- b. Should the bargaining unit member elect to waive his/her seniority rights, such waiver shall not be construed to be a waiver of seniority or any other right under the Agreement including the bargaining unit member's right to be recalled from such layoff.
 - c. If such an agreement is reached, the Individual Agreement Form which is attached to and incorporated into this Agreement as Appendix E shall be completed by the bargaining unit member and filed by the Board.
8. During a pending reduction in staff, the Board may grant requests for unpaid leaves of absence provided that the granting of such requests shall not require the employment of new personnel.
9. At the time of anticipated layoff, the Board agrees to consider job sharing as an option in order to prevent a layoff. Bargaining unit members who share a job will be provided with all of the rights granted to bargaining unit members under this Agreement.

C. Recall of Staff

1. Laid off unit members shall be recalled in the inverse order of layoff to new or reactivated positions for which they are certified and qualified as defined above.
- a. Probationary bargaining unit members shall retain the right of recall for a period of two (2) years. Should the probationary bargaining unit member not be recalled to a position within two (2) years of the effective date of his/her layoff, such bargaining unit member shall lose his/her right to recall under this Agreement.

Tenured teachers will be eligible for recall for a period of five (5) years from the effective date of layoff.
 - b. It shall be the responsibility of the bargaining unit member to notify the Board of any change of address and any change of status as it relates to being considered for recall.
 - c. The notice of recall shall be by certified return receipt mail. A unit member shall indicate acceptance of recall by certified mail to the Superintendent within ten (10) working days from the postmarked date of notice of recall unless an extension is granted by the Board.

2. Effective with this Agreement, any unit member who is employed in a position other than as a classroom teacher shall not have tenure in such position, but upon satisfactory completion of the probationary period, all certificated personnel holding such positions will be granted continuing tenure as classroom teachers.

Article 14 - Leaves of Absence

A. Paid Leaves of Absence

1. Sick Leave

At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days of sick leave the unused portion of which shall accumulate to a maximum of one hundred and eighty (180) days.

- a. The bargaining unit member may use all or any portion of his sick leave to recover from his own illness or disability.
 - b. The bargaining unit member may use up to ten (10) days each year for illness in the immediate family. Immediate family shall be defined as spouse, children, parents, siblings and any person residing as part of the immediate household. The Superintendent may, at his discretion, extend the period of the leave.
 - c. Bargaining unit members are expected to return to school at the beginning of each school year before the annual allotment of ten (10) days will be credited to their sick leave accumulation. A bargaining unit member who is unable to return to work at the beginning of a school year due to illness and/or disability shall have leave time charged to his sick leave accumulation.
2. Bargaining unit members may exchange sick leave days in order to prevent loss of income to a bargaining unit member because of a lengthy illness or disability.
 - a. Bargaining unit members shall be eligible to draw on the sick leave exchange when they have been ill or disabled for six (6) consecutive working days.
 - b. The Board reserves the right to request a doctor's certification of illness or disability in appropriate cases.

- c. A bargaining unit member who has exhausted all of his accumulated sick leave shall be entitled to draw from the sick leave bank in order to satisfy the waiting period for long term disability insurance. Upon satisfaction of said waiting period, the bargaining unit member shall not be eligible for leave from the sick leave bank, but shall be qualified for long term disability benefits.
- d. A bargaining unit member whose injury is compensable under the Worker Compensation Act shall be entitled to leave from the sick leave bank on a pro-rata basis to make up the difference between Worker Compensation benefits and his regular daily rate of pay for a period of up to one (1) year or (12 months).
- e. Other implementation procedures shall be mutually agreed upon between the Association President and the Superintendent.

3. Personal Business

At the beginning of each school year, each bargaining unit member shall be credited with two (2) days of personal business leave the unused portion of which shall accumulate to a maximum of five (5) days.

- a. Bargaining unit members who have accumulated five (5) personal business leave days and who do not use any of said days in a given year, shall have two (2) of said days credited to their sick leave accumulation.
- b. A bargaining unit member shall notify his immediate supervisor at least one (1) week in advance of using personal business leave except in cases of emergency when shorter notice will be acceptable.
- c. Personal business leave may be used for medical and dental appointments.
- d. Personal business leave is to be used only for purposes which require the bargaining unit member's absence to attend to matters which cannot be conducted except during school hours. Personal business leave shall not be used for recreational or social purposes.

- e. Personal business leave shall not be taken on the workday immediately preceding or immediately following a holiday or vacation period or the first and last instructional day of the school year.
 - f. The Superintendent may, at his discretion, extend the personal business leave period provided that such extensions shall not exceed the amount of accrued sick leave.
 - g. The Personal Business Leave Form is attached hereto as Appendix F.
4. The bargaining unit member may use up to two (2) days for any death in the family. Family shall be defined as spouse, children, parents, siblings, grandparents, grandchildren and corresponding in-laws. The Superintendent may, at his discretion, extend the funeral leave period provided that such extension shall not exceed the amount of accrued sick leave.
 5. A leave of absence shall be granted when a teacher is called for jury duty. The teacher shall be compensated at his regular rate of pay provided he remits any amounts received as a juror less any expenses.
 6. A bargaining unit member who is called as a witness for the Board in any case connected with the bargaining unit member's employment or the school, shall be granted leave without loss of salary and/or time. Whenever the bargaining unit member is subpoenaed to attend any other proceeding, the bargaining unit member shall be limited to one (1) day with pay. This provision shall not apply when a bargaining unit member sues the Board.
 7. Upon approval of the Superintendent, a bargaining unit member shall be entitled to one (1) day each year for the purpose of visiting other schools.
 8. For the purposes of any paid leave under this Article, a part-time teacher's day shall be defined as his/her working day or a portion thereof.
 9. Absence for any other cause on the part of the bargaining unit member shall result in the loss of the appropriate percentage of the total contracted salary for each day of absence. (184 for 1996-97)

10. Sabbatical Leave

Tenured bargaining unit members who possess a valid certificate and who have been employed for seven (7) consecutive years by the Board and without a prior sabbatical or other compensated professional leave of absence during the six (6) years of employment immediately preceding the proposed leave, may be granted a sabbatical leave.

- a. Any bargaining unit member desiring a sabbatical leave shall file an application with the committee on forms provided by the committee and shall fully furnish the information requested to complete the form. Applications must be submitted to the committee by June 1 in the school year preceding the leave.
- b. A leave may be granted for one (1) year, one (1) semester, or one (1) ten (10) week term. The total sabbatical leave time per year shall not exceed the equivalent of one full-time bargaining unit member.
- c. The following are the only reasons for granting sabbatical leaves:
 - (1) Study, thesis work, etc., for which university credit is given;
 - (2) Graduate work which shall be 400 level courses or above;
 - (3) Study related to the needs of the school district as determined by the selection committee;
 - (4) Curriculum work; and
 - (5) Development of a particular or unique program within a building or department.
- d. Bargaining unit members who are granted a sabbatical leave shall furnish an outline and brief explanation of what they hope will be accomplished and how Haslett Public Schools will benefit.
- e. Bargaining unit members on sabbatical leave shall be paid one-half (1/2) of their scheduled salary plus full fringe benefits. Extra-duty pay shall not be included in the above.

- f. Bargaining unit members who are granted a sabbatical leave shall remain in the employ of the Haslett Public Schools for a minimum of two (2) additional years beyond the ending date of the leave unless they are willing to repay all monies obtained during the sabbatical.
- g. A bargaining unit member granted such leave shall advance on the salary schedule by the same number of steps the bargaining unit member would have had he/she been on the staff in the Haslett School District.
- h. There shall be a sabbatical leave committee consisting of six (6) members, three (3) appointed by the president of the HEA and three (3) administrators appointed by the Superintendent. They shall select a chairperson. Committee members shall serve for two (2) years, at the end of which time they may be reappointed or replaced.
- i. The committee shall review all applications and make recommendations to the Superintendent. The committee shall vote by secret ballot on each application. In case of a tie, both recommendations shall be forwarded to the Superintendent.
- j. The Superintendent shall receive and act upon the recommendations of the committee. In the event the Superintendent should refuse or fail to approve the nominee or nominees of the committee, his/her decision shall not be subject to the grievance procedure. The Board will be informed by the Superintendent of all actions taken regarding sabbatical leave.
- k. Upon completion of the leave, satisfactory evidence of successful completion of the goals specified in the outline shall be furnished to the Superintendent. Should the material furnished be deemed unsatisfactory, it shall be considered just cause for requiring the bargaining unit member to repay to the Board all of the monies obtained during the leave. The Superintendent shall ask the committee for a recommendation regarding those outcomes he/she considers unsatisfactory. Serious illness or accident, duly verified by a licensed physician shall constitute good reason for waiving the above.

B. Unpaid Leaves of Absence

1. Any bargaining unit member whose personal illness or disability extends beyond the period compensated in section A-1 of this Article may be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness or disability or for one (1) year whichever is lesser.
2. In the event a bargaining unit member becomes unable to perform because of medical reasons arising from whatever cause, such bargaining unit member may be placed on leave up to one (1) year in accordance with Article X, section 2 of the Michigan Teachers Tenure Act, provided that such bargaining unit member is afforded full procedural rights under Article IV, section 4 of the Act. Upon return from said leave, the bargaining unit member shall provide the Board with written medical certification from a mutually accepted physician that s/he is able to return to work.
3. An unpaid leave of absence for up to one (1) year shall be granted upon written application from the bargaining unit member for the purpose of child care.
 - a. The period of the leave shall commence no later than thirty (30) days from the date of receipt of the written leave request. In the event of an emergency and upon request, the period of the leave may commence immediately. Whenever possible, the bargaining unit member should consider requesting a leave period which coincides with the end of a semester.
 - b. The period of leave for an adoptive parent shall commence with the entry of an order by the probate court awarding custody to the adoptive parent.
4. An unpaid leave of absence for up to one (1) year may be granted upon written application from the bargaining unit member for the purpose of study at an accredited college or university in a field reasonably related to the unit member's professional responsibilities.
5. An unpaid leave of absence for up to one (1) year may be granted upon written application from the bargaining unit member for the purpose of study, travel, research or a special teaching assignment which enhances the professional growth of the bargaining unit member.

6. An unpaid leave of absence for up to one (1) year may be granted upon written application from the bargaining unit member in cases where illness or death in the family requires the bargaining unit member's absence for periods beyond that provided for in the sick leave provisions of this Article.
7. The Board may grant an unpaid leave of absence for up to one (1) year for any reason upon written application from the bargaining unit member.

C. General Leave Provisions

1. The Board may extend any leave of absence upon written application from the bargaining unit member.
2. Upon return from an unpaid leave of absence, the bargaining unit member shall be reinstated to a bargaining unit position for which he/she is certified and qualified.
3. Upon return from an unpaid leave of absence, the bargaining unit member shall resume all rights and benefits under this Agreement.
4. Upon return from an unpaid leave of absence which was less than a full school year, the bargaining unit member shall be advanced to the next step of the salary schedule provided that he/she completed or completes a full semester of work in the year in which the leave was taken.
5. The bargaining unit member shall provide the Board with written notice of his/her intent to return from an unpaid leave of absence at least sixty (60) calendar days prior to the end of the last semester of the leave.
 - a. The Board will notify the bargaining unit member at least seventy (70) calendar days prior to the end of the last semester of the leave of his/her responsibility to inform the Board of his/her intent to return. Written communication by certified mail to the bargaining unit member's last known address shall be considered sufficient and in compliance with the above.
 - b. The Board will provide the bargaining unit member with written notice of his/her rights under the Tenure Act, when appropriate.

- c. Should the bargaining unit member fail to respond, such failure shall constitute voluntary resignation from employment; and further shall constitute written notice of resignation in accordance with the Tenure Act.
6. It is agreed that the time limits as set forth in section 5 above, may be adjusted for a bargaining unit member granted medical leave under the terms of section B-1 and B-2 of this Article.
7. Bargaining unit members shall exercise professional judgment regarding absences from work, whatever the reason.

Article 15 - Worker's Compensation

- A. A bargaining unit member who is absent due to an illness or injury which is compensable under the Worker Compensation Act shall be considered to be on paid leave and shall not have such of absence charged against his/her accumulated sick leave when the duration of the absence has not qualified the bargaining unit member for payments under the Act.

Once the duration of the absence qualifies the bargaining unit member for payments under the Act, the bargaining unit member shall be entitled to use his/her accumulated sick leave and/or the sick leave bank to make up the difference between worker compensation benefits and his regular daily rate of pay.

Article 16 - Evaluation

- A. The primary purpose of evaluation is to encourage and assist bargaining unit members in their efforts to develop more effective teaching and learning in the classroom; and to assist the bargaining unit member in fostering the growth of social and academic potentialities of the student. The Board and the Association recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel.
- B. A pre-evaluation conference shall be held between the evaluator and the bargaining unit member so that the evaluator can be apprised of the planned objectives, methods and materials that will be evaluated in the teaching/learning situation. Further, the evaluator shall, during said conference, apprise the bargaining unit member of the specific criteria upon which he/she will be evaluated.

- C. All evaluations shall involve the use of each bargaining unit member's goals and objectives as developed by the teacher from the curriculum adopted by the District.
- D. Each evaluation shall be followed by a conference between the bargaining unit member and the evaluator for purposes of clarifying the written evaluation report.
- E. If an evaluator finds a bargaining unit member lacking, the reason(s) therefore shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and of the assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency will be interpreted to mean that adequate improvement has taken place.
- F. No later than April 30 of each probationary year or sixty [60] days prior to the bargaining unit member's anniversary date if hired during the school year (whichever is applicable), the final written evaluation report, including the recommendation as to whether the bargaining unit member should be advanced to tenure status; offered additional probationary status; or denied a contract for the ensuing school year will be furnished by the Administration to the Superintendent. A copy shall be furnished to the bargaining unit member.
 - 1. If the report contains any information not previously made known to and discussed with the probationary bargaining unit member, the bargaining unit member shall have the opportunity to submit additional information to the Superintendent.
 - 2. In the event a bargaining unit member is not retained in employment, the Board will advise the bargaining unit member of the reasons therefore, in writing, with a copy to the Association.
- G. Should the administrator elect to forego the formal evaluation and notify the bargaining unit member of such action, the bargaining unit member may assume that his performance is satisfactory.
- H. All monitoring or observation of the work of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

- I. The Association and the Board of Education realize that the education of children is the primary goal of the school system. In order to maintain quality education, it is recommended that a District comprehensive evaluation form developed jointly by the Association and the Administration be filled out by each bargaining unit member with the results to be tabulated and made available to the Association and the Board.
- J. Upon request by either party, the evaluation form shall be subject to negotiations during the term of this Agreement.
- K. The evaluation forms are attached hereto and incorporated into this Agreement as Appendix G.

Article 17 - Protection of Bargaining Unit Members

- A. Bargaining unit members are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline reflect adversely upon the profession and create undesirable conditions in the school building. The Board shall notify the bargaining unit member of alleged delinquencies, indicate the expected correction, and indicate a reasonable period of time for correction.
- C. The bargaining unit member shall at all times be entitled to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.
 - 1. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until an Association Representative is present. The time shall be arrived at by mutual agreement.
 - 2. Said bargaining unit member and said Association Representative shall not be expected to leave their normal teaching assignments for this meeting.

3. A written reprimand may be delivered to a bargaining unit member without the presence of an Association Representative except that no written reprimand shall be delivered during a time when the bargaining unit member is engaged in professional responsibilities with students and/or parents.
 4. Such written reprimand shall include: (a) notice of where the reprimand will be filed; and (b) the right to meet with the administrator with an Association Representative to discuss the reprimand.
- D. No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. Information forming the basis for disciplinary action will be made available to the bargaining unit member and the Association in writing upon request. Such request(s) shall comply with the Freedom of Information Act.
 - E. Except as provided in Section C of this Article, any formal warning, reprimand or other disciplinary action taken against a bargaining unit member shall be done in private.
 - F. Any warning or reprimand in a bargaining unit member's personnel file which does not relate to a recurring incident within a two (2) year period from the date of such warning or reprimand shall be removed from the personnel file at the written request of the bargaining unit member. Said warning or reprimand shall not thereafter be used in future disciplinary action against the bargaining unit member.
 - G. Normally, progressive correction shall include an oral warning, a written reprimand, suspension with pay, suspension without pay and discharge. It is understood that certain steps in the disciplinary sequence may be omitted when the nature and severity of the offense so warrant.
 - H. The Board recognizes its responsibility to continue to give administrative backing and support to its staff, although each bargaining unit member bears the primary responsibility for maintaining proper control and discipline in the classroom.
 1. Bargaining unit members recognize that all disciplinary actions and methods, invoked by them shall be reasonable and just and in accordance with established Board policy.

2. It shall be the responsibility of the bargaining unit member to report to his/her principal the name of any student who, in his/her opinion, needs particular assistance from skilled personnel. The bargaining unit member shall, upon request, be advised by the principal of the disposition of the bargaining unit member's report that a particular student needs such assistance.
- I. Any case of assault upon a bargaining unit member which has its inception in a school-centered problem shall be reported immediately to the Board or its designated representative.
 1. In the event of such an assault, the bargaining unit member may request the assistance of the Board in such matters. These requests shall be made to the Board, or its designate, who shall make a determination as to whether the conduct of the bargaining unit member making such request, justifies any assistance from the Board, and the extent thereof. The decision of the Board, or its designate, shall be final.
 2. The Board will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities if it determines that the bargaining unit member has acted within the scope of Board policy.
 - J. If any bargaining unit member is complained against or sued by reason of disciplinary action taken by the bargaining unit member against a student, the Board, after review of the case and its determination that the bargaining unit member has acted within the scope of Board policy, shall provide support to the bargaining unit member in his/her defense.
 - K. Time lost by a bargaining unit member in connection with any incident mentioned in this Article, which is not compensable under Worker Compensation, shall not be charged against the bargaining unit member unless judged guilty by a court of competent jurisdiction.

Article 18 - Curriculum Participation and Inservice Training

- A. The Haslett Coordinating Council shall consist of bargaining unit members representing their departments or committees as outlined in the HCC Guidelines.

- B. Professional development shall be the responsibility of the school improvement teams at the building and district levels.

The calendar (See Appendix C) will contain at least 2.5 days of professional development.

- C. Major curriculum reviews shall be studied through the departments and/or committees reporting to HCC.

1. The Administration commits itself to maintain a balance between released time and time after school for extensive committee work. The difference between released time and after school hours shall not exceed three (3) hours.

2. In years that Math, Science, World Studies and/or Language Arts are under extensive review, the chairperson shall receive additional compensation at the rate of six percent (6%) on the appropriate step of the BA salary schedule for the completion of the review. Each completed review as the Chairperson, shall entitle the bargaining unit member to advance to the next step on the BA salary schedule.

- a. The Chairperson's responsibilities shall include but not be limited to: conducting meetings, writing minutes and summaries, compiling reports, being a liaison between buildings, submitting proposals for textbook orders, reporting to the CCI, the Board and the Superintendent, and working with the administrator in charge.

- b. The Chairperson shall receive secretarial assistance upon request from the administrator in charge.

3. Additional released time for the chairperson may be mutually arranged between the Curriculum Review Committee Chairperson and the administrator in charge.

- D. As part of their professional responsibilities, bargaining unit members agree to participate in committees designed to evaluate and improve curriculum.

In the event committee membership is not completed through the voluntary process, the Superintendent or a designee may appoint the remaining members. No bargaining unit member will be involuntarily appointed more frequently than once in each three (3) year period.

Article 19 - Conference Fund

- A. The Board shall provide a conference budget of \$12,000 to be administered by the executives of the HEA.

For every \$5.00 increase in the per diem substitute teacher rate beyond \$65.00 a day, the conference budget will be increased by \$500.00.

- B. The cost of substitutes used to replace teachers attending conferences shall be deducted from the conference budget.
- C. Should the conference fund be depleted in any year, a bargaining unit member may, at his/her option, use personal business leave to attend conferences in which case, the provisions governing personal business leave shall apply. It is understood that a bargaining unit member who uses a business day to attend a conference shall bear the cost of conference fees and expenses.
- D. It is expressly understood that these monies are not to be used for conferences sponsored by the MEA or NEA. However, a bargaining unit member may apply to attend a conference sponsored by the MEA or NEA provided that no conference funds are requested. These conferences (MEA-NEA) will be jointly agreed to by the President of the HEA and the Superintendent.
- E. The Superintendent reserves the right to limit the number of bargaining unit members attending any one (1) conference during the school week to two (2) per building per conference. The Association's conference representative may request a meeting with the Superintendent, but the Superintendent's decision is final.

Article 20 - Professional Compensation

- A. The basic salaries of bargaining unit members shall be as set forth in Appendix A which is attached to and incorporated in this Agreement. Said salaries shall remain in effect for the term of this Agreement.
- B. Part-time bargaining unit members will be paid a fraction equal to the ratio of the number of classes they are assigned to the total number a teacher normally teaches at their level.
- C. Upon employment with the District, bargaining unit members may be given up to ten (10) years of credit on the salary schedule for years of outside teaching experience in a school district accredited by a recognized accrediting agency.

- D. Bargaining unit members shall be paid every other Friday beginning with the first payday after the commencement of the school year. When a payday would otherwise occur during a holiday period, bargaining unit members will be paid on the last working day preceding the holiday period.
- E. Bargaining unit members shall be paid salary in twenty-one (21) equal installments, but may, at their option, elect to be paid in twenty-six (26) equal installments. Bargaining unit members who elect to be paid in twenty-six (26) equal installments, may further elect to be paid the balance of their salary in a lump sum on the twenty-first (21st) pay of the year provided a request for same is made prior to May 1 in any year. The bargaining unit member's election once made shall not be subject to change during the school year.
- F. Bargaining unit members, whether full or part time, shall advance on the salary schedule upon completion of a full year of school. Said year shall begin with the unit member's date of hire and shall extend for the total number of teacher contract days.
- G. Effective September 30, 1989 credit for hours which will qualify a bargaining unit member for lateral advancement on the salary schedule shall be granted provided:
1. The hours are taken from an accredited institution.
 2. The hours are related to the bargaining unit member's certification or assignment or such hours are part of a program for an additional education- related degree or certification.
 3. Proposed hours which do not meet the standards set forth in sections 1 and 2 shall be submitted to the Superintendent for prior approval.
- H. Upon qualification for additional salary due to an advanced degree or additional hours, a unit member shall be advanced to the appropriate new salary schedule at the beginning of each semester.
1. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Superintendent's office with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed said hours and/or degree from the college registrar shall be deemed sufficient documentation.

2. A bargaining unit member who submits the necessary documentation in accordance with section 1 above, shall be paid retroactive to the first day of the semester in question.
 3. A bargaining unit member who submits the necessary documentation after September 30 and/or after January 30 shall not be entitled to retroactive pay, but shall qualify with the first pay of the next semester.
- I. If by mutual consent a teacher shall teach an extra period assignment which results in the forfeiture of his/her conference/preparation period as set forth in Article 8 of the Master Agreement, the parties agree that such teacher shall be compensated an additional twenty percent (20%) of salary at the High School level and an additional 16.67% at the Middle School level based upon a six (6) period teaching day for the duration of said extra period assignment. It is understood that a teacher who teaches an extra period assignment will devote time equivalent to the normal conference/preparation period either before and/or after the instructional day.
 - J. Bargaining unit members involved in extra-duty assignments as enumerated in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
 - K. Bargaining unit members required in the course of their work to drive personal automobiles shall receive the IRS allowance as of July 1 and January 1 for travel within and outside the school district, provided they receive prior written approval. Bargaining unit members who travel regularly shall receive approval and reimbursement on a semester basis.
 - L. All paychecks will be distributed in a fashion to ensure the confidentiality of the information on the check. Income tax forms and personal communications, etc. shall be placed in sealed envelopes.
 - M. Bargaining unit members who do not elect to have their paychecks deposited with Bank One or the Capital Area School Employees Credit Union under the provisions of Article 4, section G, or who do not personally pick up their paycheck at the Board office, shall receive said paychecks through the mail at Board expense during the summer months.
 - N. Longevity pay shall be given to bargaining unit members at the completion of their 15th and 20th year and shall be included in their final payroll check for that school year. Eight (8) of those teaching years shall have been in the Haslett Public Schools.

Longevity Schedule

\$750 after 15 years

\$1000 after 20 years

The parties agree that longevity payments are part of the bargaining unit member's earned salary. Therefore, the Board agrees to continue to report longevity as salary for retirement purposes.

- O. In the event of a verified overpayment in salary or benefits under the terms of this Agreement, the teacher will make prompt repayment to the District. In the event the teacher fails to make the repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCLA 408.477.
- P. The time required under the Tenure Act by teachers in an Individual Development Plan, or the Michigan School Code by new teachers with mentors or by new teachers in professional development activities, will not require supplemental salary compensation.

Article 21 - Retirement

- A. For bargaining unit members employed by the school district for twelve (12) or more years wishing to retire early, the Board will pay \$650 per year of service for up to 15 years of service. The bargaining unit member must agree to become an annuitant of the Michigan School Employees Retirement Fund.
- B. In return for years of service to the Haslett Public Schools, the Board agrees to pay \$75.00 per year of service to bargaining unit members upon retirement provided such bargaining unit members have been employed by the school district for twelve (12) years or more. Retirement shall be interpreted to mean leaving the service of the Haslett Public Schools and becoming an annuitant of either the Michigan Public Employees Retirement Fund, Social Security, or both.
- C. Bargaining unit members who were hired to commence employment in the 1986-1987 school year and every year thereafter, shall be employed with the Board for twelve (12) or more consecutive years in order to receive the benefits in sections A and B above.

For purposes of sections A and B, it is understood that leaves of absence and periods of layoff shall not serve to interrupt consecutive years of service nor shall such periods be credited as time served under section A or B above. For purposes of section C, an interruption in consecutive years of service shall be defined as the termination of the employment relationship by either party.

- D. Bargaining unit members shall have the option of receiving the benefits referenced in sections A and B of this Article in a lump sum either on July 31 or January 31 in the fiscal year following the unit member's retirement.

Article 22 - Insurance Protection

- A. The Board shall provide, without cost to the bargaining unit member, MESSA PAK for a full twelve (12) month period for the bargaining unit member and his/her entire family.

- B. Full time bargaining unit members not electing MESSA PAK Plan A will select MESSA PAK Plan B.

1.	<u>Plan A</u>	<u>Plan B</u>
	Long Term Disability, Plan I Delta Dental Plan Auto + 006 \$15,000 Life Insurance Vision Care, VSP 2 Super Care 1	Long Term Disability, Plan 1 Delta Dental Plan Auto + 006 \$20,000 Life Insurance Vision Care, VSP 2 \$80.00 per month in cash under a qualified Cafeteria Plan

2. Those bargaining unit members enrolled in Plan B with a spouse employed by the District may use the monthly allocation under Plan B to offset any payroll deductions made pursuant to section H of this Article.

- C. Bargaining unit members who are employed less than full-time shall receive the appropriate pro-rated share of Board-paid benefits in Plan A or Plan B; or, at his option, the bargaining unit member shall receive Plan C fully paid by the Board.

1. Plan C

Long Term Disability, Plan 1; Delta Dental Plan auto + 006; \$20,000 Life Insurance

2. The bargaining unit member may have the difference between the premiums paid by the Board and the cost of his insurance program payroll deducted.
3. A bargaining unit member who receives dental insurance coverage through a spouse who is also a member of the bargaining unit shall be entitled to the following:
 - a. A bargaining unit member who works less than full time and who elects to receive Plan C fully paid by the Board shall have the right to waive his option to dental insurance coverage.
 - b. In lieu of dental insurance, such bargaining unit member shall be entitled to a pro-rata share of the monthly allocation under Plan B toward an annuity.
 - c. The proportional amount that the unit member is entitled to receive shall be equal to that fraction of the regular day for which he has been contracted to work.
- D. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his fringe benefit coverages for up to one (1) year through the Board by paying the group premium(s) in advance.
- E. A bargaining unit member who is absent due to an injury incurred during the course of his employment shall be entitled to fringe benefit coverage for a period of up to one (1) year at Board expense. Thereafter, the bargaining unit member may continue his insurance benefit coverage through the Board by paying the group premium(s) in advance.
- F. A bargaining unit member who has qualified for long term disability shall be entitled to health insurance coverage by exchanging his/her own accumulated sick days or, sick bank days if his/her accumulated sick leave has been exhausted, for up to one (1) year or twelve (12) months after the Board and/or MESSA's obligation to pay said premium has expired. Thereafter, the bargaining unit member may continue his/her health insurance coverage through the Board by paying the group premium in advance.
- G. Should a husband and wife both be employed in a bargaining unit position, one will be eligible to select Plan A and the other will be eligible to select Plan B or, in the case of part-time employment in accordance with section C of this Article.

- H. The Board will pay the full cost of insurance for the period of July 1, 1996 to June 30, 1997. Effective July 1, 1997, the Board's contribution will not exceed nine percent (9%) over the rates in effect during the aforementioned period. Any amounts in excess of the Board's contributions will be payroll deducted as a condition of the Master Agreement. In the event the rate exceeds a nine percent (9%) increase, the parties will reconvene negotiations to explore alternative plans to reduce the amount of out-of-pocket deductions made by teachers.
- I. Once the bargaining unit member has designated insurance coverage, it shall not be altered except as may be required due to a change in family status, marital status and/or economic status, until the next open enrollment period.

Article 23 - Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board.
- B. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- C. Should any provision or application of this Agreement be found contrary to law, then such provision or application shall not be deemed valid except to the extent that it is permitted by law. All other provisions or applications shall continue in full force and effect.
- D. There shall be four (4) signed copies of this Agreement, two (2) of which shall be retained by the Association and two (2) of which shall be retained by the Board.
- E. Copies of the Agreement shall be produced at the mutual expense of the Board and the Association and presented to all teachers now employed or hereinafter employed by the Board.
- F. In the event the Board receives an application or written inquiry regarding a Public School Academy, the Association President will be notified within five (5) working days of the contract. Upon request of the Association President, copies of any application or correspondence shall be provided.

Article 24 - Duration of Agreement

This Agreement shall be effective August 16, 1996 and shall remain in effect until August 15, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

HASLETT EDUCATION ASSOCIATION

By Theodore B. Shain
ICEA-MEA/NEA

By Robert Elbert
President, HEA-MEA/NEA

By John J. Moore
Member Negotiating Team

BOARD OF EDUCATION

By Randall
Its President

By Robert Regan
Superintendent

By Jean Frentz
Chairperson Negotiating Team

Appendix A - Salary Schedule

Step	BA	1996-97			Extra Duty
		BA+16	MA/BA +32 2/3	MA+16	
1	29,287	29,554	30,769	31,106	28,013
2	30,431	30,973	31,983	32,660	29,107
3	31,846	32,391	33,402	34,143	30,460
4	33,670	34,210	35,495	36,101	32,205
5	35,697	36,033	37,586	38,056	34,143
6	37,450	38,056	39,611	40,151	35,821
7	39,344	40,014	41,700	42,173	37,631
8	41,161	42,106	43,658	44,199	39,370
9	43,387	44,128	45,615	46,223	41,499
10	45,753	46,629	48,247	48,785	43,762
11			50,406	51,141	
12			52,976	53,576	

Teachers having 30 semester hours above MA or a Ph.D or a Specialist Degree shall receive \$400.00 additional per year.

Step	BA	1997-98			Extra Duty
		BA+16	MA/BA +32 2/3	MA+16	
1	29,946	30,219	31,461	31,806	28,573
2	31,116	31,670	32,703	33,395	29,689
3	32,563	33,120	34,154	34,911	31,069
4	34,428	34,980	36,294	36,913	32,849
5	36,500	36,844	38,432	38,912	34,826
6	38,293	38,912	40,502	41,054	36,537
7	40,229	40,914	42,638	43,122	38,384
8	42,087	43,053	44,640	45,193	40,157
9	44,363	45,121	46,641	47,268	42,329
10	46,782	47,678	49,333	49,883	44,637
11			51,540	52,292	
12			54,168	54,781	

Teachers having 30 semester hours above MA or a Ph.D or a Specialist Degree shall receive \$400.00 additional per year.

Hours are semester hours.

Appendix B - Extra Duty Salary Schedule

A. For the term of this Agreement, the extra-duty positions will be paid on a percentage of the unit member's current step which represents the bargaining unit member's number of years of experience acquired in that position and will be based upon the schedules incorporated herein. It is agreed that no bargaining unit member's compensation shall be reduced as a result of implementing the salary schedules which follow.

1. The listing of a position will not imply that such position will be filled each year.
2. The released time and compensation for the Athletic Director(s) shall be in accordance with one (1) of the following options. Said option shall be determined by the Board of Education on an annual basis.
 - a. Two (2) District positions at the High School: three (3) released hours at 11%; two (2) released hours at 6%
 - b. Two (2) positions:

High School: five (5) released hours at 12%
Middle School: one (1) released hour at 5%
 - c. One (1) District position at the High School: five (5) released hours at 17%

3.	<u>Football</u>	
	Head	11
	Assistant	8
	 <u>Swimming</u>	
	Head (Winter)	8
	Head (Fall)	8
	 <u>Basketball</u>	
	Head (Fall)	11
	Head (Winter)	11
	Assistant (Fall)	8
	Assistant (Winter)	8

<u>Wrestling</u>	
Head	11
Assistant	8
<u>Baseball</u>	
Head	8
Assistant	6
<u>Soccer</u>	
Head (Fall)	8
Head (Spring)	8
Assistant (Fall)	6
Assistant (Spring)	6
<u>Track</u>	
Head (2)	8
Assistant	6
<u>Golf</u>	
Head (Fall)	6
Head (Spring)	6
<u>Tennis</u>	
Head (Spring)	8
Head (Fall)	8
<u>Gymnastics</u>	
Head	8
<u>Softball</u>	
Head	8
Junior Varsity	6
<u>Cross Country</u>	
Head	8
Assistant	6
<u>Volleyball</u>	
Head	8
Junior Varsity	6

Middle School

All Sports	5
Intramural Director	7

Cheerleading

High School (Fall)	4
High School (Winter)	4
Middle School (Fall)	2.5
Middle School (Winter)	2.5
Junior Varsity	2
9th Grade	2

Music

High School Band	8
Middle School Band	8
High School Choir Director	8
Middle School Choir Director	8
Music Director/Theater	
Instrumental	2
Choral	2
Jazz/Pep Band -full year	4
Color Guard	2

H.S. Theater Director 6

H.S. Chorale 6

Athletic Trainer 6

- B. The following positions will be paid on a percentage of step one of the salary schedule listed in section A 4 above.

	<u>Percent</u>
A.V. Supervisor	2

Class Advisors

Freshman (2 positions)	2 each
Sophomore (2 positions)	2 each
Junior (2 positions)	3.5 each
Senior (2 positions)	3.5 each

Student Council

Elementary	2
Middle School	2
High School	3

Yearbook Sponsor

Middle School	4
High School	6
M.S. Theater Director	4
Fifth Grade Winter Camp	5 per night

Elementary Safety Patrol

Supervisor	2
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Quiz Bowl Advisor (2 positions)	3 each
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National Honor Society

High School (2 positions)	2 each
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Student Mediation Coordinator	3
High School PAL Program	2
Academic Clubs approved by Supt.	2 each

C. The following positions will be paid on an hourly basis:

1. Driver Education and Summer School instructors will be compensated at the rate of \$18.50.
2. Teachers who are employed in the summer school program shall be compensated for one-quarter (1/4) of an hour of planning time for every 55-60 minutes of student instruction. The foregoing shall not apply to teachers of Driver Education.
3. The Band Director will be paid for Summer Band Camp at the summer school hourly rate up to a maximum of eight (8) hours for any day worked.
4. Department chairpersons for Language Arts, Science, Math and World Studies will be compensated at \$1,500.00 in each year of this Agreement. All other Department chairpersons will be compensated at \$800.00 in each year of this Agreement. Should a chairperson serve less than a full school year, the compensation will be prorated accordingly.

Appendix C - 1996-97 School Calendar

Teachers Report for Duty	August 26
Classes Begin - Full Day	August 27
Labor Day (No School)	September 2
Professional Development Day (No School)	October 28
No School	November 15
Thanksgiving Recess	November 28-29
Winter Recess Begins (No School)	December 23
Classes Resume	January 6
Secondary - Records/Professional Development (No School)	
Elementary - Professional Development (No School)	January 20
Mid-Winter Break	February 14-17
No School	March 7
No School	April 4
Spring Recess Begins	April 7
Classes Resume	April 14
Professional Development Day (No School)	April 24
Memorial Day (No School)	May 26
Graduation	June 8
Last Day for Teachers And Students	June 11

180 Membership Days
184 Teacher Work Days

The parties, if necessary, will meet to readjust the calendar in the event of a labor dispute involving another bargaining unit which results in closing on a scheduled day of instruction.

Days designated for the make-up of cancelled days will begin on June 12 if required by law.

Teachers new to the District will report two (2) days prior to the first teacher work day in any year with no additional compensation.

Appendix D - Grievance Report Form

Grievance # _____

School Year _____

Distribution of Form:

Principal

Teacher

Superintendent

Association

Board of Education Level 3

LEVEL ONE A (10 days) Oral Discussion with Supervisor

Date _____

LEVEL ONE B (3 days)

Date alleged grievance occurred: _____

Statement of grievance and synopsis of fact: _____

Sections or sub-sections of contract, or Board Personnel Policies alleged to have been violated: _____

Relief Sought: _____

Date: _____

Signature of Grievant

Decision of immediate supervisory (5 days): _____

Date: _____

Signature of Grievant

LEVEL TWO (5 Days)

Date filed with Superintendent: _____

Date of discussion with Superintendent (arranged for within five days): _____

Decision of Superintendent (5 days:) _____

Date: _____

Signature of Superintendent

LEVEL THREE (15 days)

Date submitted to arbitration: _____

Appendix E - Individual Agreement Form

The undersigned hereby agrees to waive his seniority for the purpose of the Haslett Public Schools impending institution of a layoff under the Master Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes in the Master Agreement, including recall rights and other contractual privileges or benefits conferred under this Agreement.

This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Signature _____
Bargaining Unit Member

Date _____

Signature _____
Association Representative

Date _____

Signature _____
Board Representative

Date _____

Appendix F - Personal Business Leave Form

Name

Date

This is to notify the Board that I plan to be absent from work for personal business reasons on the following date(s):

I hereby certify that the business for which leave is taken cannot be conducted at any time other than during normal working hours. I also certify that the leave is not being used for social and/or recreational purposes.

Employee's Signature

Date Received: _____

Immediate Supervisor: _____
Signature

FOR BUSINESS OFFICE USE ONLY

of Days Accumulated: _____

of Days Used: _____

of Days Remaining: _____

FILL OUT IN DUPLICATE AND RETURN TO IMMEDIATE SUPERVISOR.

APPENDIX G - TEACHER EVALUATION FORMS

**FOR ALL PROBATIONARY
TEACHER EVALUATION OF CORE EXPECTATIONS**

CODE:

Y = MEETS DISTRICT'S CORE EXPECTATIONS

N = DOES NOT MEET DISTRICT'S CORE EXPECTATIONS

NA = NOT APPLICABLE

TEACHER NAME: _____

BUILDING: _____

DATE: _____

ADMINISTRATOR: _____

I. POSITIVE LEARNING ENVIRONMENT

- Encourages And Models A Respectful Atmosphere _____
- Students Are Engaged In Learning _____
- Has Appropriate Expectations Of Students _____
- Treats All Students Consistently And Fairly _____
- Encourages All Students To Participate _____
- Manages Transitions Smoothly With Minimum Disruption _____
- Classroom Is Well Managed _____

PRINCIPAL COMMENTS ON ENVIRONMENT:

TEACHER COMMENTS ON ENVIRONMENT:

II. PLANNING AND INSTRUCTION

A. EFFECTIVE PLANNING IS EVIDENT:

- Establishes Goals, Objectives, Activities & Evaluations _____
- Develops Learning Experiences Sequentially _____
- Shows Evidence Of Systematic Planning And An Organized Approach (Lesson Plans) _____
- Records Are Up-To-Date And Accurately Reflect Student Progress _____
- Relationship With Students Demonstrates Rapport, Mutual Respect and Understanding, etc. _____

B. EFFECTIVE INSTRUCTION IS DEMONSTRATED:

- Each Lesson Has A Definable Objective(S) Which Is Adequately Conveyed To The Students _____
- Activities Are Congruent With Objective(S) _____
- Encourages Higher Level Thinking Skills _____
- Instruction Is Constantly Monitored And Adjustments In Instruction Are Made Based On That Monitoring _____
- Teacher Provides Timely Feedback To Students Regarding Performance _____
- Motivates Students Through Use Of A Variety Of Activities And Materials Geared To Individual Needs, Interests And Abilities _____
- Uses Cooperative Learning And/Or Student Group Activities When Appropriate _____
- Assigns Classwork And Homework That Is Appropriate For Student Level And Lesson Taught _____

PRINCIPAL COMMENTS ON PLANNING AND INSTRUCTION:

TEACHER COMMENTS ON PLANNING AND INSTRUCTION:

III. PROFESSIONAL RESPONSIBILITIES

- Follows Established Curriculum _____
- Works Toward Positive Solutions To Building
And/Or District Concerns _____
- Works Cooperatively With Other Staff Members
And Administration _____
- Demonstrates Professional Growth/Study _____
- Effectively Communicates With Staff/
Administration _____
- Effectively Communicates With Parents/Community _____
- Serves On District Or Professional
Committees _____
- Demonstrates Ability To Adapt To Change _____

PRINCIPAL COMMENTS ON PROFESSIONAL RESPONSIBILITIES:

TEACHER COMMENTS ON PROFESSIONAL RESPONSIBILITIES:

AREA(S) OF STRENGTH

AREA(S) OF FUTURE CONCENTRATION

TEACHER'S RESPONSE

Teacher Signature _____ Date: _____

Administrator Signature _____ Date: _____

A Teacher's Signature Does Not Necessarily Reflect Agreement. A Teacher May Attach Additional Comments Or Explanations Should He/She Desire.)

RECOMMENDATION:

- _____ CONTINUE PROBATION
- _____ CONTINUE IMPROVEMENT PLAN
- _____ RECOMMEND TENURE
- _____ TERMINATION

ATTACH IDP PLAN AND SUMMARY

FOR TENURED STAFF
PERSONAL GROWTH PLAN
1996-97

Attached is a Personal Growth Plan and Summary that was developed jointly by the teaching professional and his or her Administrator. It follows our Haslett belief that most significant personal growth comes as a result of serious internal reflection and goal setting, rather than formal evaluations that are primarily external measures of one's success.

The following write-up, which includes the goals, action intended, outcomes, how progress was monitored and documented, assistance given, and the teacher's own assessment of his/her learning, replaces the formal teacher evaluation instrument.

NAME OF PROFESSIONAL: _____

NAME OF SUPERVISOR: _____

DATE PLAN WAS DEVELOPED: _____

DATE SUMMARY WAS SUBMITTED: _____

SIGNATURES:

TEACHER

SUPERVISOR

DATE

DATE

FOR TENURED TEACHERS MEETING CORE EXPECTATIONS:

PROCEDURES:

1. Teachers will collaboratively work through a Professional Growth Agreement every three (3) years with the Administrator or Supervisor.
2. A Professional Growth Plan will be developed between the teacher and supervisor prior to October 31. This plan shall include:
 - Statement Of Goals
 - Description Of The Plan And How Progress Will Be Monitored/Documented
 - Resources/ Assistance Needed
3. During the last marking period, documentation of progress and a summary shall be written and placed in the teacher's personnel file.

Documentation:

Planning Meeting Questions:

1. What Is The Ultimate Outcome You're Striving For?
2. What Are Your Plans, Or What Will Be Done In Order To Achieve The Goals?
3. How Will Progress Be Monitored And Documented?
4. What Assistance Is Needed? What Is The Role Of Others, If Any?

Final Summary Meeting

1. Outline Any Major Changes Or Adjustments To Your Original Plan.
2. Summarize The Learning Or Any Other Results That Occurred As A Result Of This Growth Plan.

LETTER OF AGREEMENT

**between the
HASLETT BOARD OF EDUCATION
and the
INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

WHEREAS bargaining unit members and the Administration at the Middle School have mutually agreed to incorporate "Prime Time" as part of the student instructional day effective with the 1996-1997 school year, the parties further agree that:

1. "Prime Time" will be equal to twenty-one (21) minutes each day.
2. Guaranteed Lunch periods will be equal to forty-one (41) minutes each day.
3. The inclusion of "Prime Time" as part of the student instructional day will be subject to continuing evaluation by the respective parties.

Should evaluation result in further modification of the work day, the parties to the Master Agreement shall reduce any such modification to writing.

4. In any event, student instructional time shall be no less than the state-mandated nine hundred ninety (990) hours in any school year.



For the Board of Education

8/21/96

Date



For the Association

8/14/96

Date

LETTER OF AGREEMENT

between the
HASLETT BOARD OF EDUCATION
and the
INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA

It is mutually agreed that for purposes of the Teacher contract, references to "day" (sick days, personal business days, etc.) shall be equated to an individual's day, as defined by their work schedule. A day shall be individually defined as the normal working day for a particular individual at that particular time. Days shall not be recomputed when a person's contract changes from part-time to full-time, or vice-versa. Although the length of day may vary, the number of days will not.

For the Association

Carolina Fortino

Date

1-24-96

For the Administration

Janet Freestly

Date

1-26-96





